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RESOLUTION OF THE BOSTON REDEVELOPMENT AUTHORITY AUTHORIZING
EXECUTION OF A COOPERATION AGREEMENT WITH THE CITY OF BOSTON
FOR THE CENTRAL BUSINESS DISTRICT URBAN RENEWAL PROJECT

WHEREAS, the Boston Redevelopment Authority is applying for financial assistance under Title I of the Housing Act of 1949, as amended, to carry out the Central Business District Urban Renewal Project (hereinafter referred to as the "Project");

WHEREAS, it is recognized that the Federal contract for loan and grant pursuant to said Title I will require the provision of local grants-in-aid (as defined in Section 110(d) of said Title I) to the Project in an amount equal to at least one-third of the net cost of the Project;

WHEREAS, the Urban Renewal Plan for the Project will require the provision of streets, other site improvements and supporting facilities to aid in carrying out the Project, and will require certain other local actions to be taken in connection therewith; and

WHEREAS, the City of Boston must agree to provide such local grants-in-aid and to take such actions as may be necessary or desirable on its part to assist in carrying out the Project, all of which are to be encompassed in a cooperation agreement with the City.

NOW, THEREFORE, it is hereby RESOLVED:

That the Development Administrator is hereby authorized and directed to execute on behalf of the Authority a cooperation agreement with the City of Boston, respecting the Central Business District Project, substantially in the form of the cooperation agreements previously entered into with the City in connection with other urban renewal projects.

COOPERATION AGREEMENT

by and between

CITY OF BOSTON AND BOSTON REDEVELOPMENT AUTHORITY

THIS COOPERATION AGREEMENT, entered into as of the day of , 1967 by and between the CITY OF BOSTON, a municipal corporation of THE COMMONWEALTH of Massachusetts (hereinafter referred to as the "City") and the BOSTON REDEVELOPMENT AUTHORITY, a public body politic and corporate created under the laws of said Commonwealth (hereinafter referred to as the "Authority").

WITNESSETH THAT:

WHEREAS, the Authority has adopted an Urban Renewal Plan (hereinafter referred to as the Plan) for the Central Business District Urban Renewal Project No. Mass. R-82 (hereinafter referred to as the "Project"), in the City of Boston, and said Plan has been approved by the Mayor, with the approval of the City Council, of the City of Boston; and

WHEREAS, the Plan provides for the acquisition, demolition and removal or rehabilitation of structures in the Project Area (hereinafter referred to as the "Project Area"), the installation of site improvements and public facilities and the disposition of land in the Project Area for uses in accordance with the Plan; and

WHEREAS, the Authority will need financial assistance from the United States of America under Title I of the Housing Act of 1949 as amended (hereinafter referred to as Title I), and also local grants-in-aid in order to carry out and complete the project; and

WHEREAS, under Title I such local grants-in-aid may consist of, among other things, cash grants; donations at cash value of certain real property in the Project Area; demolition or removal work in the Project Area at the cost thereof; installation of site improvements and the provision at their cost of public buildings or other public facilities which are necessary for carrying out the urban renewal objectives of the Project in accordance with the Plan; and

WHEREAS, the Authority has applied for financial assistance from the United States of America, under Title I, in the form of loans and grants;

NOW THEREFORE, in consideration of the benefits to accrue to the City from the carrying out of the Project and of the mutual covenants herein contained and for other good and valuable consideration, the parties do hereby covenant and agree as follows:

1. The Authority will undertake the Project in accordance with the Plan and will commence and carry out as expeditiously as possible each successive phase of the Project as funds are made available.

2. To help defray the cost of the Project, the Authority will comply with all necessary conditions, statutory or otherwise, to obtain a capital grant from the United States under Section 103 of Title I in the maximum amount allowed by law.

3. After the execution of said loan and grant contract, the City, upon laying out of appropriate streets and public ways in accordance with the Plan, will commence construction of, and thereafter diligently prosecute to completion, improvements or public facilities as required by the Plan for the Project in accordance with the following schedule:

<u>Improvement</u>	<u>Total Estimated Cost</u>
Streets	\$ 2,525,420
Parks	137,370
Street and Park Lighting	1,081,925
Low Service Water	760,980
High Service Water	1,256,770
High Pressure Fire	1,106,075
Sewers and Drains	5,138,595
Police and Fire Signals	292,520
Traffic Control	738,090
Street & Traffic Signs	94,140
*Truck Service Systems	6,070,900
Pedestrian Viaduct	1,784,590
Pedestrian Mall	2,000,000
Total	<u>\$27,951,610</u>

* see Exhibit B

4. If the City, acting by the Mayor, appropriate board, officer, or agent thereof, should fail to take appropriate actions to construct any of the improvements or public facilities as set forth in paragraph 4 above promptly upon request of the Authority after execution of the Loan and Grant Contract; and the dedication and laying out of the streets or public ways concerned, or shall fail diligently to prosecute said work to completion, then the City shall, upon demand by the Authority, pay to the Authority the sum or sums of money listed in the column entitled "Total Estimated Cost" with respect to each item of work or portion thereof to which such failure relates, which sums of money shall be considered as cash local grants-in-aid to the Project.

5. (a) If, during the course of the Project, revised estimates of net project cost are determined and approved by the Department of Housing and Urban Development which make necessary additional local grants-in-aid to the Project, the City will, upon demand by the Authority, pay to the Authority such amounts of money as will, together with all other local grants-in-aid made or to be made to the Project in accordance with the previously approved estimate of net project costs, total one-third of such revised estimate of net project cost.

5. (b) Upon completion of the Project by the Authority and the final determination and approval as aforesaid of the actual net project cost thereof, the City will make such additional cash payment, if any, as may be necessary to bring the total local grants-in-aid for the Project up to an amount equal to one-third of said actual net project cost as so finally determined and approved; and if upon such final determination and approval, the local grants-in-aid theretofore made to the Project shall total an amount in excess of one-third of said actual net project cost as so finally determined and approved, such portion of the excess as was paid in cash shall be refunded, without interest, by the Authority to the City.

6. The City, acting by its Mayor, will recommend to the proper board or officer the vacating of such streets, alleys, and other public rights-of-way within the Project Area as may, in the judgment of the Authority, be necessary or desirable in carrying out the Plan, and the laying out as public streets or ways of all streets and ways, with their adjacent sidewalks, within the Project Area in accordance with the Plan; and the Authority further agrees not to sue the City for any damages for any such vacating or laying out; and the Authority further agrees to reimburse the City for any damages recovered by others under Chapter 79 of the General Laws of Massachusetts, as amended, for any such vacating or laying out.

7. The City, acting by its Mayor, will recommend to the proper boards or officers such action as may be necessary to waive, change or modify, to the extent necessary or desirable, in the judgment of the Authority, to permit carrying out the Project, the statutes, ordinances, rules and regulations regulating land use in Boston and prescribing health, sanitation and safety standards for buildings in Boston.

8. The Authority recognizes that the City, in accordance with Section 26R of Chapter 121 of the General Laws of Massachusetts, may require payments in lieu of taxes, betterments and special assessments on all property held by the Authority as part of the Project. The City hereby agrees that if such payments are required pursuant to said Section 26R they shall not be required in excess of the amount of such payments eligible as project costs under the applicable regulations of the Department of Housing and Urban Development in effect from time to time, and further agrees that any such payments required will be based upon assessments established for the tax year during which the property is acquired by the Authority.

9. The City shall continue to maintain the "workable program" heretofore adopted by it, and shall cooperate with the Authority by such other lawful actions and in such other lawful ways as may be necessary in connection with the undertaking and carrying out of the Project in all its phases.

10. The City will take steps appropriate to assure that no member of its governing body, and no other City official who exercises any functions or responsibilities in the review or approval of the Project shall, prior to the completion of the Project, voluntarily acquire any personal interest, direct or indirect, in any property included in the Project Area, or in any contract or proposed contract in connection with the carrying out of the Project.

11. The City agrees that any public facility provided as a non-cash local grant-in-aid shall be open to all persons without regard to race, creed, color, or national origin.

12. This Agreement shall take effect as a sealed instrument.

IN WITNESS WHEREOF The City of Boston and the Boston Redevelopment Authority have respectively caused this Agreement to be duly executed as of the day and year first above written.

(SEAL)

Attest:

CITY OF BOSTON

City Clerk
Approved as to Form:

By _____

Corporation Counsel

(SEAL)

Attest:

BOSTON REDEVELOPMENT AUTHORITY

Secretary
Approved as to Form:

By _____

General Counsel

Chairman

EXHIBIT A

Project Boundary Description

The Central Business District Urban Renewal Project Area is bounded and described as follows:-

Beginning at the intersection of the easterly sideline of Summer Street and the center line of Atlantic Avenue;

Thence running northeasterly along the center line of Atlantic Avenue to a point of intersection with the center line of Congress Street;

Thence turning and running in a northwesterly direction along the center line of Congress Street to a point of intersection with the extended southerly sideline of State Street;

Thence turning and running in a westerly direction along the southerly sideline of State Street to the southeast corner of the Old State House;

Thence turning and running in a northerly direction along the easterly property line of said Old State House to the northeast corner of said property;

Thence turning and running in a westerly direction along the northerly property line of said Old State House to a point of intersection of said property line extended with the southerly sideline of Court Street;

Thence running in a westerly direction along the southerly sideline of Court Street to a point of intersection of said sideline with the extended easterly property line of City Hall Annex;

Thence turning and running in a southwesterly direction along said property line to a point of intersection of said property line extended with the northerly property line of City Hall;

Thence turning and running in a westerly direction along said property line to the westerly property line of City Hall;

Thence turning and running along said property line to a point of intersection of said property line with the northerly sideline of School Street;

Thence turning in a westerly direction along said sideline to a point of intersection of said sideline with the westerly sideline of Tremont Street;

Thence turning and running in a generally southerly direction along said sideline to a point of intersection of said sideline with the extended southwesterly property line of 150 Tremont Street;

Thence turning and running in a southeasterly direction along said property line and the southwesterly property line of 7 Mason Street to a point of intersection of said property lines with the westerly sideline of Mason Street;

Thence turning and running in a southwesterly direction along said sideline to a point of intersection of said sideline with the extended southerly property line of 162 Tremont Street;

Thence turning and running in a northwesterly direction along said property line to a point of intersection of said property line extended with the westerly sideline of Tremont Street;

Thence turning and running in a generally southerly direction along said sideline to a point of intersection of said sideline with the northerly sideline of Boylston Street;

Thence turning and running in a generally westerly direction along said sideline to a point of intersection of said sideline with the westerly sideline of Arlington Street;

Thence turning and running in a generally southerly direction along said sideline to a point of intersection of said sideline with the center line of Stuart Street;

Thence turning and running in a generally easterly direction along the center line of Stuart and Kneeland Streets to a point of intersection of said center line with the extended westerly property line of property now or formerly of The Boston Terminal Corporation;

Thence turning and running in a generally southerly and then westerly direction along said property line and the extended southerly property line of property now or formerly of The Boston Terminal Corporation to a point of intersection of said property lines with the easterly sideline of the Service Road of John F. Fitzgerald Expressway;

Thence turning and running in a southerly direction along said sideline to a point of intersection of said sideline with the northerly sideline of the Broadway Bridge;

Thence turning and running in a generally southeasterly direction along said sideline to a point of intersection of said sideline with the approximate bulkhead line on the southerly side of the Fort Point Channel;

Thence turning and running in a generally easterly or northeasterly direction along said bulkhead line to a point of intersection of said bulkhead line with the easterly sideline of Summer Street;

Thence turning and running in a northwesterly direction along said sideline to a point of intersection of said sideline with the center line of Atlantic Avenue, which is the point and place of beginning.

THE END OF THE WORLD